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/D/ HAZA	Republic of the Philippines CUREMENT DEPARTMENT Quezon City Government	ourchase	PO N e Orde		2 1 2 0 2 1 2 2 0 2 1 2 2 0 2 1 2 2 0 2 1 2 2 0 2 1 2 2 0 2 1 2 2 2 2
Procuring Unit	: QUEZON CITY DISASTER RISK REDUCTION AND MANAGEMENT OFFICE	F	Project Nu	umber :QCDR	RMO-22-SOP-1717
Company Name Address	: XAVIER XEAN GENERAL MERCHANDISE : 2909 Suntrust Capitol Plaza, Matalino St., Brgy. Central, 4	F Quezon City F	Aode of Procurem Resolution	ent n No. :22-PB	: Bidding -539 43-432-005
Business Type	Sole Proprietorship Registration #05331962		Contact N	-	974872
Sir/Madam: Please f	urnish this office the following articles subject to	the terms a	and con	ditions contain	ed here:
	y : CGSD Central Warehouse	Delivery So	chedule	: Fifteen (15) Caler	ndar Days
Payment Term : Stock No.	Credit	Unit of Issue	QTY	Unit Cost	Amount
with zipper, s assembled w and vapor re Size: 28 x 46 Bag: Non-pol 0.3mm thick Color: Black Identificatior zipper lock o with QCDRRI		piece	5,000	1,311.50	6,557,500.0
	ds (Pesos): Six Million Five Hundred Fifty-Seven Thousand Fi FINA G. BEDMONTE City Mayor	Ąn	NEENCE	H. sous sed Name of Su	
Funds Availabl RU	Japanang JBY G. MANANGU Approved Budge			W - <i>URO</i>. 6 3,560,000.00	9. 16124
17 1	City Accountant Page 1 of 1			p	

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TERMS AND CONDITIONS

- 1. ALL PRICES INDICATED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN THIRTY (30) CALENDAR DAYS FROM DATE OF RECEIPT.
- 2. AWARDEE shall be responsible for the source(s) of its supplies/materials/equipment and shall make deliveries in accordance with the schedule, quality and specification of the award and purchase order. Failure by the AWARDEE to comply with the same shall be a ground for cancellation of the award and purchase order issued to that AWARDEE and for re-awarding the item(s) to the ALTERNATE AWARDEE.
- 3. AWARDEE shall pick up purchase order(s) issued in its favor within three (3) days after receipt of notice to that effect. A telephone call, fax transmission or electronic mail (e-mail) shall constitute an official notice to the AWARDEE. Thereafter, if the purchase order(s) remains unclaimed, the said purchase order(s) shall be sent by mailing or courier, messengerial service to the AWARDEE. To avoid delay in the delivery of the requesting end-user's requirement, all DEFAULTING AWARDEES shall be precluded from proposing or submitting a substitute sample.
- Subject to the provisions of the preceding paragraph, where AWARDEE has accepted a purchase order but fails to deliver the required product(s) within the time called for in the same order, the delivery period may be extended a maximum of fifteen (15) calendar days under liquidated damages to make good the delivery. Thereafter, if AWARDEE has not completed the
- 5. delivery within the extended period, the subject purchase order shall be cancelled and the award for the undelivered balance, withdrawn from that AWARDEE. The BAC-Goods and Services shall then purchase the required item(s) from such other source(s) as it may determine, with the difference in price to be charged against the DEFAULTING AWARDEE. Refusal by the DEFAULTING AWARDEE to shoulder the price difference shall be ground for its disqualification from future bids of the same items, without prejudice to the imposition of other sanction as prescribed under RA 9184 and its RIRR.
- 6. When the supplier fails to satisfactorily deliver goods/services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/services scheduled for delivery for everyday of delay until such goods/services are finally delivered and accepted by the procuring entity concerned.
- 7. Rejected deliveries shall be construed as non-delivery of product(s)/item(s) so ordered and shall be subject to liquidated damages, subject to the terms and conditions prescribed under paragraph 4 hereof.
- 8. Supplier shall guarantee its deliveries to be free from defects. Any defective item(s)/product(s), therefore that maybe discovered by the *Quezon City Government* within three (3) months after acceptance of the same, shall be replaced by the supplier within seven (7) calendar days upon receipt of a written notice to that effect.
- 9. All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.
- 10. As a pre-condition to payment, IMPORTANT DOCUMENTS specifically showing the condition and serial numbers of the imported equipment purchased should be submitted by the supplier to the *Quezon City Government*.
- 11. All transactions are subject to applicable withholding taxes in accordance with existing BIR rules and regulations.
- 12. Supplier shall furnish the End-user through the City General Services Department stockroom, the articles, described above;
- 13. The Quezon City Government reserves the right to accept or reject delivered articles if found not in conformity to the specifications, terms and conditions stipulated.
- 14. Provisions contained in Title VI, Book IV of the Civil Code of the Philippines on Sales are hereby incorporated and made as an Integral part hereof.

15. This contract shall also serve as Notice	to Proceed. to take effect on	DEC 202022	and to expire on -
JAN 0-4 2023			
CONFORME:			
ANGENCE T. SOUS	GDA MAR MANAGON		12-20-2022
SIGNATURE OVER PRINTED NAME	IN THE CAP	ACITY OF	DATE
Duly authorized to sign this Purchase Order for a	and on behalf of $XAVI$		IGN. MERCHANDISE
SUBSCRIBED AND SWORN to before me this _	DEC 2f 0 2022 at Q	COMPANY NAM	ИЕ es. Affiànt personally known to
me and were identified by me through compete			
8-13-SC). Affiants exhibited to me his/her	with	n his/her photograph a	nd signature appearing thereon
with No			\mathcal{T}
Doc. No. 378			P. L181
Page No. 26		Notary Public for Notarial Commission: NP-1	1 Quezon Arri. 178 - 701 404 No. 4 oroston
Book No. I			6268
Series of $\overline{\mathcal{WD}}$		PTR No. 24451 ISP OR No. 197	146 4 3 44
***This Purchase Order shall be deemed invalid	without Notary Seal (for proje	MGLE Compliance ct amounting to Rhp2.	500-000.00 and above only)
	4	Address: 25 Matauno St., Brg	iy. Central, Quezon City.